GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES

Request for Proposal – Negotiation Professional Services

То:	Date: August 1, 2019
	RFP No. 026-C-2019 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than August 20, 2019 @ 4:00 o'clock p.m. Atlantic Standard Time.

DESCRIPTION OF WORK: Ultraviolet (UV) Systems Repairs and Maintenance Service for Filtration Systems, Virgin Islands National Guard, St. Croix

SCOPE OF SERVICES: SEE ATTACHED

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Detailed Compliance Report

PROJECT NAME: Virgin Islands EPAS 2019

REFERENCE: A-0008

SITE: Bethlehem Military Compound

DATE ASSESSED: 04/10/2019

BLDG NAME: Joint Force Headquarters

PROTOCOL: WQ-Water Quality

RESPONSIBLE PARTY:

ID: VQ0NG-VQ87A-0000010062

OWNERSHIP: U.S. Government owned property, DoD Accountability

SUMMARY:

Disinfection is not performed correctly at public water systems which are not required to provide filtration:

DETAILS:

The nontransient, noncommunity (NTNC) Public Water Systems (PWS) within Estate Bethlehem Military Compound (EBMC) at the Joint Forces Headquarters (JFHQ) (PWS number Vi3000548) does not provide adequate disinfection of potable water.

The EPAS Team observes that the Aquafine ultraviolet disinfection system used to treat potable water from the 100,000 gallon underground rainwater distern is not functioning. The Supervisory Environmental Programs Manager states that the JFHQ building was constructed in 2014 and the 100,000 gallon underground rainwater distern, filtration system, and Aquafine ultraviolet disinfection system were installed at that time. The EPAS Team observes two indicator lights on the "UV Lamp Operational Display" on the Aquafine control panel are not lit and that none of the function keys on the panel appear to work as the display screen is blank. The Supervisory Environmental Programs Manager states that the disinfection system has not been serviced since at least 2016 and he cannot determine if electrical power is being supplied to the system.

REQUIREMENTS:

Public water systems that use a surface water source or a groundwater source under direct influence of a surface water source that is not required to provide filtration are required to provide disinfection treatment by 30 December 1991.

REGULATORY CITATION:

40 CFR 141.72(a)

EPAS CODE: WQ.020.03.TEAM

CLASS: Class I

ROOT CAUSE: 4.4.1

RESOURCES, ROLES, RESPONSIBILITY, AND AUTHORITY

JUSTIFICATION:

Supervisory Environmental Programs Manager states that no one has been assigned responsibility to conduct periodic maintenance on the ultraviolet disinfection system.

ENVIRONMENTAL THREAT: Possible

RATING: High

IMPACT ON READINESS: Possible

RECURRING ISSUE: No Previous Finding

REGULATORY ACTION: Action likely in the event of regulatory inspection

PREVIOUS FINDING: No

PREVIOUS REGULATORY ACTION: No

PREVIOUS FINDING INFO:

EXPLAIN:

CORRECTIVE ACTION:

Ensure that a qualified contractor inspects the ultraviolet disinfection system and periodically check the system for operation in the future.

Generated On: 04/16/2019

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Detailed Compliance Report

PROJECT NAME: Virgin Islands EPAS 2019

REFERENCE: A-0008

4.4.1 Assign environmental responsibilities at a level of authority to ensure compliance with environmental

requirements.



JOINT FORCE HEADQUARTERS VIRGIN ISLANDS NATIONAL GUARD RR1 BOX 9201 KINGSHILL, VI 00850-9731

STATEMENT OF WORK FOR REPAIR/SERVICE AND MAINTENANCE OF <u>ULTRAVIOLET (UV) AND FABRIC WATER FILTRATION SYSTEMS</u> <u>22 APRIL 2019</u>

<u>SW 1-01 SCOPE:</u> Furnish all materials, tools, supplies, equipment, labor and professional supervision required to service, repair and maintain the water filtration and disinfection systems located at the Virgin Islands National Guard (VING) facilities at Estate Bethlehem Military Compound. Provide all materials needed to service, repair and bring the units into a fully functional state. Provide monthly maintenance to the systems to ensure that they remain functional. Work will also include the installation of a drip chlorination system.

The systems are to be repaired and maintained in accordance with territorial and federal regulatory standards. These water systems will be required to produce potable water which meets the standards outlined in the following specifications: Virgin Islands Department of Planning and Natural Resources – Division of Environmental Protection (DPNR-DEP) Water Supply Supervision and Title 19, Health, Part VI, Regulatory Provisions Concerning Public Health, Chapter 51. Drinking Water Standards; Subchapter 1301; Virgin Islands Primary Drinking Water Standards.

These standards are met by the following testing matrix:

Contaminant	Monitoring
	Frequency*
Coliform	Monthly
Lead and Copper	Annually
Nitrate	Annually
Nitrite	Triennially
Inorganics including Cyanide	Annually
Volatile Organics	Annually
Disinfectant by-Products	Annually
Asbestos	Once every 9 years
Arsenic	Once every 3 years

^{*}All testing is performed by the Environmental Branch of the CFMO office and results will be reported to the maintenance provider. This service agreement does not include testing.

SW 1-02 LOCATION: Sites of work are as follows:

• Main Gate Guard House (Bethlehem)

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"Guardians of the Eastern Front"

- Regional Training Institute (RTI)
- Joint Force Headquarters (JFHQ)
- LTC Lionel A. Jackson Armory (LTC LAJ)
- United States Property & Fiscal Office (USPFO)
- Combined Support Maintenance Shop (CSMS)
- Field Maintenance Shop #1 (FMS #1)

The proposal must be broken down to show a cost for each facility.

The Contractor is encouraged to visit the site prior to submitting a proposal.

<u>SW 1-03 EMPLOYER/EMPLOYEE QUALIFICATIONS AND REQUIREMENTS:</u> The requirements include but are not limited to the following:

- A. The Contractor's business must be licensed with the Virgin Islands Department of Licensing and Consumer Affairs (DLCA).
- B. The Contractor must be able to provide a current W-9.
- C. The Contractor shall secure, pay for and maintain in full force and effect until no longer necessary, all necessary licenses, permits and permissions required by federal, Territorial law, local ordinance, statute or regulations relevant to the work.
- D. The Contractor must demonstrate that sufficient insurance coverage is in force to meet the Virgin Islands' government requirements.
- E. The Contractor shall acquaint themselves with all conditions that may affect the work as would be evident from a thorough investigation of the project site, drawings, photos and specification covering the work.
- F. It shall be the responsibility of the Contractor to carefully examine the physical condition of the project and consider all requirements for the coordination of their work.
- G. All work shall be under the supervision of trained and competent personnel in accordance with OSHA and other nationally accepted standards and the work shall be according to current industry engineering standards under the control of the Virgin Islands National Guard (VING), Construction and Facilities Management Officer (CFMO).
 - 1) The Contractor will designate a full-time Project Supervisor who is qualified to enter the work areas and meets the OSHA definition of a Competent Person.
 - 2) No work shall be performed without the on-site presence of the Project Supervisor.
 - The Project Supervisor shall maintain a Project Log Book and a Waste Disposal Log.
 - 4) The Project Supervisor will be responsible for the performance of the Work and will represent the Contractor in all respects at the Project site. The Supervisor shall be the primary point of contact for the Contracting Officer.
- H. Employees are also required to complete the iWatch training. This is a 1-hour training that will be provided by the VING.

SW 1-04 WORK TO BE ACCOMPLISHED

- A. The end result is to ensure the units are fully functional and meet the standards for potable water quality.
- B. Replace quartz sleeves.
- C. Replace UV lamps.
- D. Replace sediment and carbon filters.
- E. Install new drip chlorination system.
- F. Flush and test filter systems.
- G. Contractor shall monitor and maintain UV systems at the locations listed in 1-02.
- H. Develop a preventative maintenance plan/schedule that will prevent unit failure due to standard life cycle items. This will include a minimum of a monthly system inspection and appropriate corrective actions.
- Maintain water produced in compliance with applicable territorial and federal regulatory standards.
- J. Stock all necessary repair parts and filters so that the UV systems can be maintained and repaired within 24 hours of a reported test failure.
- K. Ensure that chlorine solution is at appropriate level for the chlorinators.
- L. Check valves, pumps and pressure vessels for blockage and proper operation. Present prompt proposals for repair of these portions of the system prior to performing work.
- M. Document and maintain a facility maintenance log on the status of each system at each facility. The logs are to remain at the facility's UV system and each log is the sole property of the Virgin Islands National Guard.
- N. Provide a written report to the CFMO of all work performed.
- O. No additional work other than that which is specified shall take place without written approval from the CFMO.

SW 1-05 HOURS OF WORK

- A. Work Schedule: Provide starting date, completion date, days to be worked and hours to be worked. Normal working hours are Monday thru Friday from 8:00 a.m. to 5:00 p.m.
- B. Any request for variance from this specification shall be in writing and submitted to the Contracting Officer at least five (5) working days in advance. Approval shall be at the discretion of the Contracting Officer.

SW 1-06 PERFORMANCE

A. Submittal of a proposal by a Contractor shall be accepted as prima facie evidence that they have examined all aspect of the work required and have satisfied themselves as to the nature and location of the work and all matters that can in anyway affect the work or cost thereof, under this agreement. Any failure of the Contractor to acquaint themselves with all available information including physical survey of the site of the proposed work will not relieve them from successfully performing all work for a complete and acceptable job.

- B. The brief outline above of principle features of the work in no way limits the responsibility of the Contractor to perform all work and furnish all labor and materials required by the specifications. Any omission from the specifications or incorrect description thereof shall not relieve the Contractor from performing all work required or furnishing the materials necessary to completely fulfill the intent of the contract.
- C. The Contractor shall confine operations at the job-site to areas permitted by the Construction and Facilities Management Officer or their representative. Contractor shall not unreasonably encumber the job site with materials or equipment and shall assume full responsibility for the protection and safekeeping of products stored on the premises.
- D. All work shall comply with standards as expressed in Federal and Territorial Building Codes.
- E. Work will not commence until the Contracting Officer has approved all submittals. Should any part of the submittal be disapproved, the entire submittal will be returned to the Contractor until all corrections are made.
- F. At the job completion, the contractor shall clean up the work area and remove all trash and debris from the job site and return site to original or better condition.

SW 1-07 TERM

- A. The Contractor and their employees shall be subject to and shall at all times conform with any and all rules, regulations, policies and procedures pertaining to the security at the above listed facilities. Any violations or disregard for the rules, regulations and policies may be cause for immediate termination of the Contractor.
- B. The Contractor and their employees shall at all times produce and display picture identification identifying the individual as an employee of the Contractor.
- C. The Contractor will complete the repair work within 30 days of Notice to Proceed.
- D. The monthly maintenance contract will begin 30 days after the repair work has been completed. The maintenance contract will be for a period of 12 months. Upon agreement of the parties, the contract may be extended for an additional 12-month period.

SW 1-08 PAYMENT: Invoices will be submitted monthly, with individual invoices for each facility.

SW 1-09 SUSPENSION OF PERFORMANCE IN CASE OF EMERGENCY

- A. In the event of a natural disaster or other emergency affecting operations at any facility covered by this statement of work, the VING, upon its sole discretion, may notify the contractor that performance of work at that facility is wholly or partially suspended until further notice.
- B. The VING shall compensate the Contractor for any services provided up to the date of suspension of performance.
- C. The VING shall notify the Contractor when services are to be reinstated and allow a reasonable mobilization period prior to resumption of performance.

SW 1-09 SAFETY

- A. Safety requirements shall be in accordance with all Federal and Territorial laws and codes. The current Department of Labor Safety and Health Regulations will govern the overall job safety program. The guidance from current version of the USACE EM 385-1-1 is also acceptable for the overall job safety program.
- B. The Contractor will not under any circumstance permit any person to enter the work areas without the appropriate protective clothing and equipment.

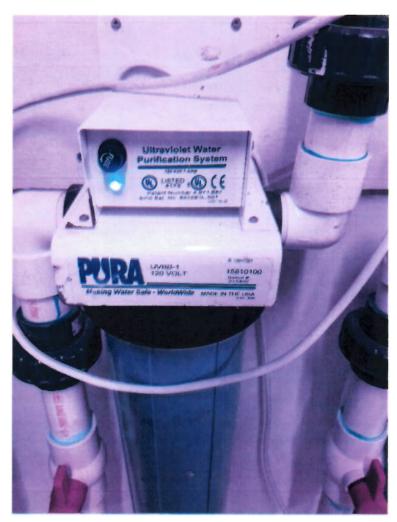
SW 1-10 ENVIRONMENTAL

- A. The Virgin Islands National Guard (VING) has instituted an environmental Management System Policy (eMS). Its aim is to implement and communicate long-term goals for environmental protection, improvement and stewardship. This could be achieved through continuous monitoring, assessing, reviewing and approving our environmental objectives and targets.
- B. All personnel; military, civilian workers, contractors and visitors doing business with VING must conform to the eMS protocols in and around VING facilities and training areas. Embodied in the Adjutant General's eMS Policy is the requirement to adhere and comply with all environmental laws, rules, regulations and practices encoded in Federal, Territorial, Department of Defense and VING's laws, rule, regulations and practices.

NOTE: Where a conflict exists between the requirements of this specification and any of the above mentioned regulations, the most stringent shall be applicable.

104th Troop Command





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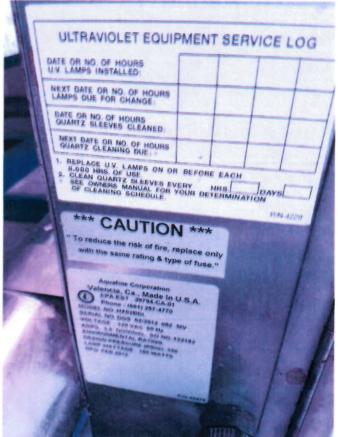


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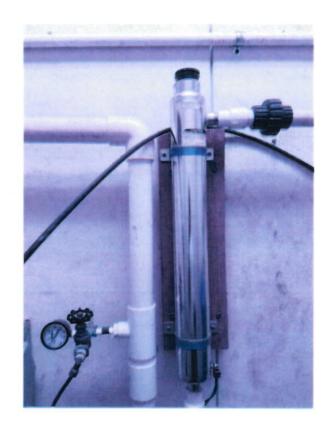
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CSMS



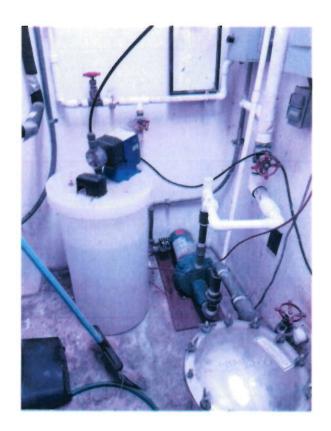




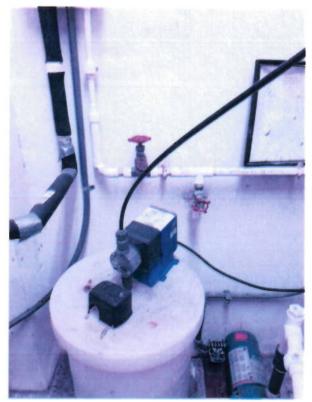


FMS #1

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FMS #1

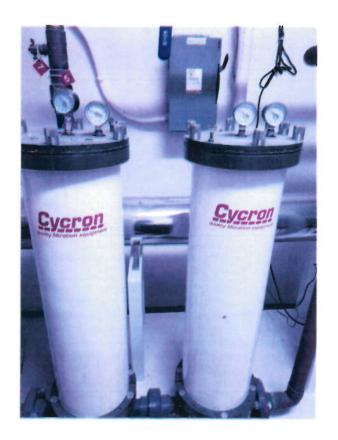
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Guard Booth



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NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, deemed to be most highly qualified to provide the services herein required. Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner the highest qualified firm or person with whom a contract shall be negotiated. The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas Commissioner

Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-026-C-2019 (P)

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Deputy Commissioner of Procurement**, **Dynell R. Williams** at **dynell.williams@dpp.vi.gov**.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: RFP-026-C-2019 (P)

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

E. SUBMISSION OF PROPOSAL

All interested parties shall submit *one* (1) original and *five* (5) copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than August 20, 2019 @ 4:00 p. m. Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas Commissioner Property & Procurement 3274 Estate Richmond Christiansted, Virgin Islands 00820-4241

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-026-C-2019 (P)

(Name of Bidder) (Mailing Address of Bidder) (Telephone Number of Bidder) (Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or

modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Deputy Commissioner of Procurement**, **Dynell R. Williams**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action. Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the

applicant.

- 1. Introductory letter about the applicant:
 - a. Name, address, email and telephone numbers.
 - b. Type of service for which individual/firm is qualified.

2. Organization:

- a. Names/addresses of Principals of Firm.
- b. Names of key personnel with experience of each and length of time in organization.
- c. Number of staff available for project. (Local & Off-Territory)
- d. Copy of Articles of Incorporation
- e. Copy of Certificate of Resolution
- f. Copy of valid Business License
- 3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
- 4. Project experience:
 - a. List of completed projects and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
- 5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; and email address).
- 6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
- 7. Cost: Cost Proposal (one (1) original and four (4) copy sets of proposals) must be submitted in a separate sealed envelope.

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

- 1. PUBLIC LIABILITY: The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "Additional Insured". The public liability insurance shall have a minimum limit of not less than one hundred thousand (\$100,000.00) dollars for any one occurrence for death or personal injury and one hundred thousand (\$100,000.00) dollars for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
- 2. WORKERS' COMPENSATION: Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
- 3. FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMIDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDING OF THE CONTRACT.

N. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.

MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.

- Current VI Business License (to conduct activity covered by contract being pursued); and/or
 copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for
 non-profit corporations.
- 2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required—blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
- 3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
- 4. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only to professional services contracts where the Government will rely on the advice and services of the Contractor in its decision-making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.

5. Corporations (Inc., Corp, Co., Corporation)

- a. Articles of Incorporation (and applicable amendments)
- b. Tradename Certificate if company uses a tradename (valid for two years)
- c. Certificate of Good Standing (valid from July 1st thru June 30th)
- d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)

6. Limited Liability Company (LLC)

- a. Articles of Organization (and applicable amendments)
- b. Tradename Certificate if company uses a tradename (valid for two years)
- c. Certificate of existence (valid from July 1st thru June 30th)
- d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

7. General Partnerships

- a. Partnership agreement (if it exists)
- b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
- c. Tradename Certificate if company uses a tradename (valid for two years)

8. Limited Partnerships (L.P/LLP/LLLP)

- a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
- b. Tradename Certificate if company uses a tradename (valid for two years)
- c. Certificate of Existence (valid from July 1st thru June 30th)
- d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

9. Sole Proprietorship

a. Tradename certificate if a tradename is used (valid for two years)

Note: Documents listed in Nos. 1-3 above are required for all contractors. Documents listed in No. 4 apply to professional services contracts only. Documents listed in Nos. 5-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-3 and 4 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.